IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.254 OF 2006.
IN
SUIT NO. 206 OF 2006.

M/s.Ashok Metal Industries & anr. ... Plaintiffs.
Versus.
Bombay Electric Supply and Transport Undertaking and another. ... Defendants.

Shri A.B.Ketkar for the Plaintiffs.

None for the Defendant.

CORAM : ABHAY S.OKA, J.

DATED : 12th March, 2007.

P.C.:

1. Heard the learned Advocate appearing for the Plaintiffs. The Plaintiffs have instituted the suit for challenging the supplementary bill dated 31st May 2004 and the demand letter dated 2nd June 2004 issued by the 1st Defendant. The bill is for demanding a sum of Rs.1,29,298.94 ps. from the Plaintiffs on account of the electricity charges. A notice of demand dated 15th July 2004 is issued demanding the bill amount. Initially a writ petition was filed by the Plaintiffs. By an order dated 17th January 2006, the Plaintiffs were allowed to withdraw the writ petition with liberty to file a suit.

2. The prayer made in this Notice of Motion is for temporary injunction restraining the Defendants from disconnecting the electricity supply to the Plaintiffs

on account of non-payment of supplementary bill dated 2nd June 2004.

3. By an ad-interim order dated 2nd February 2006, this Court granted ad-interim injunction in view of the statement made by the learned Counsel appearing for the Plaintiffs that the Plaintiffs will deposit in Court a sum of Rs.1,29,298.94 ps. within a period of six weeks from that day. This Court directed that there will be ad-interim injunction restraining the Defendants from disconnecting the electricity supply on account of non-payment of the said bill, in case the amount is deposited by the Plaintiffs in this Court within the stipulated period of six weeks. In case of deposit, this Court directed that the amount shall be invested in fixed deposit.

4. The learned Counsel appearing for the Plaintiffs states that accordingly the Plaintiffs deposited the said sum of Rs.1,29,298.94 ps. within the period stipulated by the ad-interim order. None appears for the Defendants.

5. As the entire amount of demand has been deposited by the Plaintiffs in this Court, interim relief in terms of prayer clause (a) deserves to be granted. The fixed deposit will have to be continued

till the final disposal of the suit.

6. Hence the following order is passed:

i) Notice of Motion is made absolute in terms of prayer clause (a).

ii) The amount deposited by the Plaintiff shall continue to remain in fixed deposit till final disposal of the suit.

iii) Necessary order of disbursement of the amount and the interest accrued thereon shall be passed at the time of final hearing of the suit.

Judge.